

CLARKSTON TOWN CORP.
APPLICATION FOR BUSINESS LICENSE

NAME OF BUSINESS Mighty West Services LLC.
NAME OF APPLICANT Nelda Nichole Reynolds
MAILING ADDRESS Po box 281 Clarkston UT 84305
APPLICANT'S PHONE NUMBER (435) 232-2106
BUSINESS ADDRESS 69 S 200 E Clarkston UT 84305
APPLICATION IS FOR: ☒ New Business ☐ Temporary Business ☐ Renewal
LICENSE FEE: \$15.00 per year (resident)
DESCRIPTION OF BUSINESS (include nature of business, parking requirements, and projected monthly sales.) Selling apparel, decals, Banners online
No parking
Monthly sales is unknown @ this time.

PEDDLERS, SOLICITORS, & TRANSIENT MERCHANTS FEE:
(\$5.00/day; \$10.00/week; \$20.00/month; \$100.00/year)

Business to be located at: _____

For the following days: _____

RENEWAL

Renewals are due prior to January 31st. If renewal applications are not received in the Clarkston Town Office on or before March 31st, a penalty of \$50.00 will be assessed.

CERTIFICATE

I HEREBY CERTIFY the above information is a true and accurate statement, to the best of my knowledge and belief.

Dated this 1 day of September, 2022

Nelda Reynolds

Applicant or Authorized Agent

CONDITIONAL USE PERMIT

12-September-2022
Date Approved

[Signature]
Planning/Zoning Chairman

Comments: _____

CLARKSTON TOWN COUNCIL APPROVAL

Date 20 Sept. 2022 Receipt No. _____ License No. _____ Amount \$ _____

J. Craig Nichols
Mayor

CLARKSTON TOWN

RESOLUTION NO. 22-10

**A RESOLUTION CLOSING A PORTION OF A PUBLIC RIGHT-OF-WAY
FOR VEHICULAR TRAVEL FOR AN INDEFINITE PERIOD OF TIME
AND CONVERTING THE SAME FOR LEASING SPACE FOR THE
PLACEMENT OF A TELECOMMUNICATIONS TOWER.**

WHEREAS, the Town owns a public right-of-way for 200 West street;

WHEREAS, pursuant to the Utah Code Ann. § 72-5-105(7), the Town Council has determined that a portion of that public right-of-way along 200 West Street between Center Street and 100 North is not necessary for vehicular travel but could be used for leasing space for the placement of a telecommunications tower; and

WHEREAS, the Town Council has determined that it is in the best interests of the citizens of the town to close a portion of 200 West Street between Center Street and 100 North to vehicular travel for an indefinite period of time and to convert the use of that portion of the right-of-way for the placement and leasing of a telecommunications tower.

NOW, THEREFORE, BE IT RESOLVED, by the Council of Clarkston Town, Cache County, State of Utah, as follows:

1. The portion of the 200 West Street right-of-way between Center Street and 100 North which is more particularly described on Exhibit A attached to this Resolution and incorporated herein is hereby closed to vehicular travel for an indefinite period of time and is converted to be used for leasing space for the placement of a telecommunications tower.

2. This Resolution shall take effect immediately upon adoption and passage by the Town Council.

Adopted and passed this day by motion from Councilmember S. Kurek and seconded by Councilmember M. Stephensen and all approved.

Dated this 20th day of September, 2022.

Roll Call Vote:

Mayor Hidalgo	<u>X</u> Aye	___ No	___ Abstain	___ Absent
Councilmember D. Smith	___ Aye	___ No	___ Abstain	<u>X</u> Absent
Councilmember M. Fawcett	<u>X</u> Aye	___ No	___ Abstain	___ Absent
Councilmember M. Stephensen	<u>X</u> Aye	___ No	___ Abstain	___ Absent
Councilmember S. Kurek	<u>X</u> Aye	___ No	___ Abstain	___ Absent

CLARKSTON TOWN, a Utah Municipal Corp.

N. Craig Hidalgo
Nickie Craig Hidalgo

State of Utah }
County of Cache }§

On September 21, 2022, before me, a Notary Public in and for said county and state, personally appeared **Nickie Craig Hidalgo**, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he executed the same.



Tiffany Millington
Notary Public
Resides: Hyrum, Utah
Commission Expires: 09/27/2023

EXHIBIT A

BEGINNING AT A POINT LOCATED ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD; NORTH 1297.95 FEET AND EAST 3439.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID POINT BEING THE SOUTHEAST CORNER OF BLOCK 4, PLAT "C" CLARKSTON CITY SURVEY; THENCE NORTH 02°45'06" EAST 330 FEET ALONG THE EAST LINE OF LOTS 1 & 8 IN BLOCK 4, PLAT "C" CLARKSTON CITY SURVEY; THENCE SOUTH 86°35'43" EAST 99 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 3, BLOCK 11 PLAT "B" CLARKSTON TOWN SURVEY; THENCE SOUTH 02°45'06" WEST 330 FEET MORE OR LESS ALONG THE WEST LINE OF LOTS 3 & 2 IN BLOCK 11, PLAT "B" CLARKSTON TOWN SURVEY TO THE SOUTHWEST CORNER OF SAID LOT 2 BEING ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD; THENCE NORTH 86°35'43" WEST 99 FEET MORE OR LESS ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

LESS PARCEL (15-033-0090)

BEGINNING AT A POINT LOCATED ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD; NORTH 1297.95 FEET AND EAST 3439.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF BLOCK 4, PLAT "C" CLARKSTON CITY SURVEY; THENCE NORTH 02°45'06" EAST 75 FEET; THENCE SOUTH 86°35'43" EAST 54 FEET; THENCE SOUTH 02°45'06" WEST 75 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD; THENCE NORTH 86°35'43" WEST 54 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

(NO PARCEL YET ASSIGNED)

Ent-1328634 Bk 2360 Pg 1112

RESOLUTION 22-11

A RESOLUTION AMENDING THE CLARKSTON TOWN MASTER FEE SCHEDULE TO UPDATE LAND USE DEVELOPMENT AND SUBDIVISION FEES

WHEREAS, the Clarkston Town Council has determined the need to update the following Land Use Development and Subdivision Fees:

Annexation Fee:	\$2,350.00
Rezone Fee:	\$550.00
Contractor Deposit:	\$10,000.00
Water Dedication Fee:	\$3,000.00 / Residential Unit

NOW THEREFORE BE IT RESOLVED that the Clarkston Town Master Fee Schedule shall be amended to update the Land Use Development and Subdivision Fees.

Adopted and effective this day by motion from Councilmember M. Fawcett and seconded by Councilmember M. Stephensen and all approved.

Dated this 20th day of September, 2022.

Roll Call Vote:

Mayor Hidalgo	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Councilmember D. Smith	<u> </u> Aye	<u> </u> No	<u> </u> Abstain	<u>X</u> Absent
Councilmember M. Fawcett	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Councilmember M. Stephensen	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Councilmember S. Kurek	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent

CLARKSTON TOWN, a Utah Municipal Corp.

N. Craig Hidalgo
MAYOR

ATTEST:

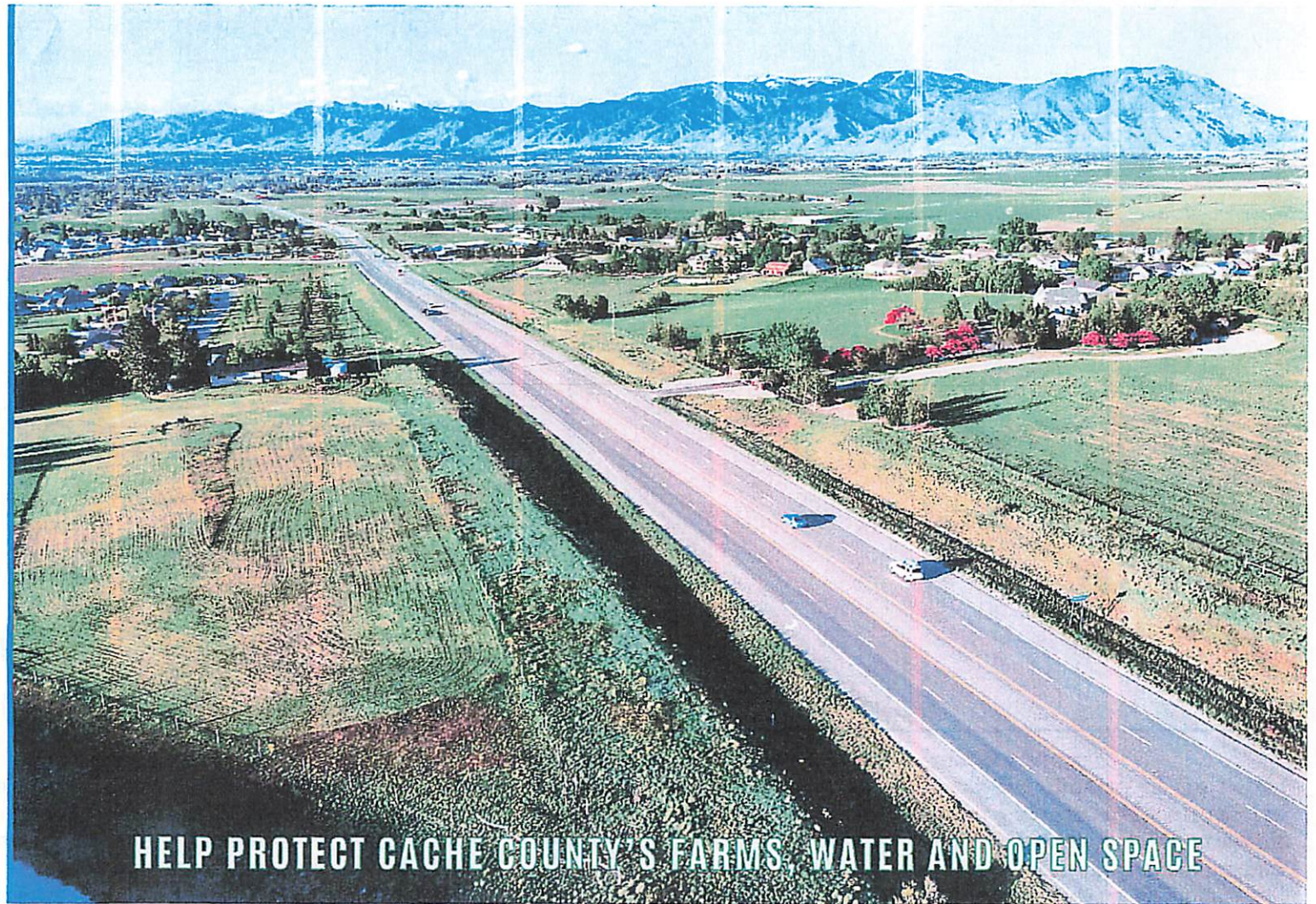
Kristi Hidalgo
TOWN CLERK



Attachment A

IS THIS VIEW
WORTH A
**MILK
SHAKE?**

VOTE YES
ON PROP 1



HELP PROTECT CACHE COUNTY'S FARMS, WATER AND OPEN SPACE



WHY?

Open space is legacy land that we leave to future generations. Cache County is among the fastest growing counties in the country. Our children and grandchildren will need homes, but we can also leave them a valley with farms, waterways, wildlife and trails to cherish.

HOW WILL IT WORK?

Prop 1 establishes a fund to "protect scenic vistas, preserve open lands near valley gateways, add trails and trail connectivity, and maintain agriculture, waterways, and wildlife habitat."

WHAT WILL IT COST?

About a milkshake a month. The bond will cost the typical Cache County household approximately \$2.24 per month. The total bond will be \$20 million dollars paid back over 20 years. This money can be greatly enhanced by qualifying for matching funds in state and federal programs.

WHO WILL DECIDE?

Prop 1 creates a county board to work with landowners who voluntarily choose to sell land or easements. These lands will be selected on their ability to enhance open space or trails. Recommendations from the board are approved by the elected County Council.

VOTE YES ON PROP 1

For more information visit:

cacheopenspace.org

SUPPORTED BY

Cache County Farm Bureau
The Nature Conservancy
Valley Implement
Cache Trails Alliance
Stokes Nature Center
Bear River Land Conservancy
Bridgerland Audubon Society

Attachment B

8-1-8: USE BY VISITORS IN RECREATIONAL VEHICLES:

Individuals visiting the premises of an authorized user in a recreational vehicle, not including a mobile home, and continuing to live therein during the period of visitation may receive water service from the service pipes or facilities of the host during the visitation period which shall not exceed one month. Continued use thereafter shall be deemed unauthorized and in violation of the provisions of this chapter relating to separate connections and unauthorized use. (Ord. 02-01, 10-10-2002)

RESOLUTION 22-12

INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND THE MUNICIPALITIES OF CACHE COUNTY FOR CREATION OF AN ENTITY FOR COUNTY AND MUNICIPAL SOLID WASTE DISPOSAL

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”) is made and entered into this 20th day of September, 2022, by and between the undersigned Public Entities as set forth on the signature pages attached hereto for the creation, management, and administration of **The Cache Waste Consortium** (the “Consortium”).

WITNESSETH:

WHEREAS, CACHE COUNTY is a political subdivision and County of the State of Utah, acting by and through its County Council, the governing body thereof (the “County”), and is vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within its jurisdiction, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without its jurisdiction; and

WHEREAS, the several Municipalities of Cache County (the “Municipalities”), acting by and through their respective Town or City Councils are likewise vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within their respective jurisdictions, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without their respective jurisdictions; and

WHEREAS, the purpose of Utah’s Interlocal Cooperation Act is “to permit local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and under forms of government organization that will accord best with geographic, economic, population and other factors influencing the

needs and development of local communities” and “to provide the benefit of economy of scale . . . for the overall promotion of the general welfare of the state,” Utah Code Section 11-13-102; and

WHEREAS, the Interlocal Cooperation Act therefore expressly permits “[a]ny power, privilege, or authority exercised or capable of exercise by a [local government to] be exercised and enjoyed jointly with any other [local government] having the same power, privilege, or authority,” Utah Code Section 11-13-201; and

WHEREAS, the County and the Municipalities (the “Parties” and each individually as a “Party”) have previously entered into interlocal agreements for the management of municipal solid waste from time to time; and

WHEREAS, the County and the Municipalities desire to continue to cooperate with each other in the management of municipal solid waste by creating an interlocal entity, The Cache Waste Consortium; and,

WHEREAS, the Parties wish to establish this Interlocal Agreement for the creation, management, and administration of the Constortium for the purpose of collecting fees, contracting with solid waste collection service providers, and setting policies and regulations for the same;

NOW, THEREFORE, in consideration of the foregoing, the Parties, intending to be legally bound and having authority under the Interlocal Cooperation Act, hereby agree that it is to their mutual advantage to adopt this Interlocal Agreement for the purposes of creating, managing, and administering the Cache Waste Consortium.

NOW THEREFORE THE SIGNATORY PARTIES OF THIS AGREEMENT AGREE AS FOLLOWS:

1) PURPOSE

The purpose and intent of this Interlocal Agreement is to facilitate the creation and establishment of an interlocal entity for the purpose of solid waste collection and processing within the specified area.

2) CREATION OF ENTITY

The interlocal entity “The Cache Waste Consortium” is hereby legally created and will be duly registered with the appropriate authorities by the Parties as soon as reasonably practicable.

3) GEOGRAPHICAL AREA INCLUDED IN THE DISTRICT

The geographic area to be included in the Group created by this Interlocal Agreement is the unincorporated area of Cache County and the areas contained in the Municipalities that are party to this Interlocal Agreement (the “Service Area”).

4) TERM OF AGREEMENT

The Consortium is hereby authorized to begin to exercise its powers under this agreement and provide services at the time this agreement is executed by Cache County and all of the Municipalities except Logan City, the Town of Cornish, Lewiston City, Richmond City, and Smithfield City. This Interlocal Agreement will terminate on December 31, 2030. This Interlocal Agreement will automatically renew, with no action required from the Parties, for an additional five-year term at each expiration date.

5) GOVERNING STRUCTURE

Composition

The business and affairs of the Group will be governed by the Governing Board of the Consortium (the “Board”). The Board will be composed of the following 9 members: 2 mayors from among the mayors of Providence, Millville, Nibley, Hyrum, and Paradise; 2 mayors from among the mayors of River Heights, North Logan, Hyde Park, and Amalga; 2 mayors from among the mayors of Wellsville, Mendon, Newton, Clarkston, Trenton, and Cornish (if Cornish joins this Interlocal Agreement); 2 members of the Cache County Council, with one such member being one who represents a district north of Logan City and one such member being one who represents a district south of Logan City; and the Cache County Executive. Board members who are mayors will be appointed by majority vote of the County Executive and all the mayors whose municipalities are Parties to this Interlocal Agreement. Board members who are members

of the Cache County Council will be appointed by majority vote of the Cache County Council.

Board Member Terms

The initial Board members will begin their service when they are appointed as set forth in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. Regardless of when the initial Board members are appointed, the length of the initial Board members’ terms will be measured from January 1, 2023. In order for there to be staggered terms among Board members, at its first meeting the Board will determine by lot and in accordance with the following which initial Board members will serve a 1-year term and which initial Board members will serve a 2-year term: 1 of the 2 mayors initially appointed to the Board from among the mayors of Providence, Millville, Nibley, Hyrum, and Paradise will serve a 1-year term and the other will serve a 2-year term; 1 of the 2 mayors initially appointed to the Board from among the mayors of River Heights, North Logan, Hyde Park, and Amalga will serve a 1-year term and the other will serve a 2-year term; 1 of the 2 mayors initially appointed to the Board from among the mayors of Wellsville, Mendon, Newton, Clarkston, Trenton, and Cornish will serve a 1-year term and the other will serve a 2-year term; and 1 of the 2 members of the Cache County Council initially appointed to the Board will serve a 1-year term and the other will serve a 2-year term. The Cache County Executive will serve an initial 2-year term.

A person may serve on the Board for an unlimited number of terms. After the 1- or 2-year term of the initial Board members, anyone appointed to the Board will serve a 2-year term. Upon the expiration of a Board member’s term, a replacement Board member will be appointed in the manner described in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. If a Board member leaves elected office as mayor, county executive, or county council member prior to the expiration of his or her term on the Board, the person selected to replace the Board member as mayor, county executive, or county council member will fill the remainder of that Board member’s term on the Board.

Officers

The Board's officers shall consist of a chair and vice chair. At the Board's first meeting of each calendar year, the members of the Board will nominate members to serve as chair and vice chair. Thereafter, by majority vote, the members of the Board will select from among those nominated a chair and vice chair for that year. The chair of the Board will conduct meetings and sign all documents authorized by the Board. If the chair is unavailable, the vice chair of the Board may conduct meetings and sign documents authorized by the Board. Clerk duties for the Board will be provided by an executive assistant appointed by the Board.

Quorum and Voting

A quorum of the Board will consist of not less than one half of the total members of the Board. Board members participating in a Board meeting electronically will count toward a quorum and deemed present at the meeting. If less than a majority of the members is present at a meeting of the Board, a majority of members present must adjourn the meeting until a quorum is present. Action of the Board requires a vote by a majority of Board members, not merely the vote of a majority of a quorum. No Board member may vote or otherwise act by proxy at any meeting of the Board.

Meetings

The Board will hold meetings as necessary but must hold no fewer than two meetings per year. Board meetings will be open to the public to the extent required by Utah law governing open and public meetings.

Parliamentary Procedure

The current edition of Robert's Rules of Order will govern proceedings of the Board, subject to exceptions or special rules adopted by the Board.

6) POWERS OF THE CONSORTIUM

The Consortium is empowered to exercise, through its Board, the powers delegated to it by the Parties. Subject to Section 21 below, and with the terms in this Section 6 having the meanings given to them in Utah's Solid Waste Management Act, the Parties agree and delegate to the Consortium the authority to do the following:

- (1) Supervise and regulate the collection, transportation, and disposition of solid waste generated within the jurisdiction of each Party;

- (2) Provide a solid waste management facility to adequately handle solid waste generated or existing within or without the jurisdiction of each Party;
- (3) Assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdiction;
- (4) Enter into a short- or long-term agreement to provide for or operate a solid waste management facility with another public entity; a public agency, as defined in Utah Code section 11-13-103; a private person; or a combination of public entities, public agencies, and private persons;
- (5) Levy and collect a fee or charge or require a license as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and/or improvement of a solid waste management facility, including licensing a private collector operating within its jurisdiction;
- (6) Require that solid waste generated within its jurisdiction be delivered to a solid waste management facility;
- (7) Control the right to collect, transport, and dispose of solid waste generated within its jurisdiction;
- (8) Agree that, according to Utah Code section 19-6-505, the exclusive right to collect, transport, and dispose of solid waste within its jurisdiction may be assumed by:
 - a. another public entity;
 - b. a private person; or
 - c. a combination of persons;
- (9) Accept and disburse funds derived from a federal or state grant, a private source, or money that may be appropriated by the Legislature for the acquisition, construction, ownership, operation, maintenance, and improvement of a solid waste management facility;
- (10) Contract for the lease or purchase of land, a facility, or a vehicle for the operation of a solid waste management facility;
- (11) Establish one or more policies for the operation of a solid waste management facility, including:
 - a. hours of operation;

- b. character and kind of wastes accepted at a disposal site;
 - c. any other policy necessary for the safety of the operating personnel;
- (12) Sell or contract for the sale, according to a short or long-term agreement, of usable material, energy, fuel, or heat separated, extracted, recycled, or recovered from solid waste in a solid waste management facility, on terms in its best interest;
- (13) Pledge, assign, or otherwise convey as security for the payment of bonds, revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;
- (14) Issue a bond according to Title 11, Chapter 14, Local Government Bonding Act;
- (15) Issue industrial development revenue bonds according to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing a project consisting of a solid waste management facility on behalf of an entity that constitutes the users of a solid waste management facility project within the meaning of Section 11-17-2;
- (16) Agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project manages the solid waste of a public entity or private person, according to one or more contracts and other arrangements provided for in a proceeding according to which a bond is issued; and
- (17) Issue a bond to pay the cost of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings according to which the bonds are issued.

7) REGULATIONS AND POLICIES

The Board is empowered to create such regulations and policies as are necessary in the discharge of its purpose, operations, powers, and authority as set forth above. Policies and regulations shall be adopted or repealed as necessary during the regular meetings of the Board. Such regulations and policies duly adopted will be binding on Consortium activities, the provision of waste collection services, and relations with contractors, employees, and the public.

8) BUDGETS

The fiscal period for the Consortium will be an annual period beginning on January 1 of each year and ending December 31 of the same calendar year. The Board must review, approve, and adopt the Consortium's annual budget for the upcoming year no later than December 31 of each year. During the budget year, the Board may amend the budget in any regular meeting or in any special meeting called for that purpose.

9) NOTICE

Any notices or other documents permitted or required to be delivered to the Parties pursuant to this Interlocal Agreement must be delivered to the County at the office of the County Executive and to the other Parties at the offices of their respective City or Town Mayors.

10) TERMINATION

If the Consortium contracts with another entity (a "Third Party Provider") to provide solid waste collection, transportation, and/or disposition services within the Service Area, no Party may terminate its obligations under or participation in this Interlocal Agreement prior to the expiration or renewal of the contract with the Third Party Provider. If a Party intends to terminate its obligations under and participation in this Interlocal Agreement at the expiration or renewal of a contract with a Third Party Provider, the Party must deliver written notice to the other Parties at least 12 months prior to the expiration or renewal of the contract with the Third Party Provider. If there is no active contract with a Third Party Provider, any Party may terminate its obligations under and participation in this Interlocal Agreement, with or without cause, by delivering written notice of termination to the other Parties at least 180 days prior to the termination date. Termination by one party will not affect the validity of this Interlocal Agreement as to the remaining parties. If a Party that withdraws from this Interlocal Agreement has a representative serving on the Board at the time of withdrawal, that representative will be deemed to have resigned from the Board at the time of withdrawal, and a new Board member from another Party will be appointed to fill out the remainder of the resigned Board member's term.

11) SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the agreement will not be affected thereby and all other parts of this agreement will nevertheless be in full force and effect.

12) PRIOR AGREEMENTS

This Interlocal Agreement is the entire agreement between the parties. It supersedes all previous oral and written presentations, understandings, and agreements between the Parties respecting the subject matter of this Interlocal Agreement.

13) ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof may be made unless unanimously approved by the Parties.

14) AMENDMENT

This Interlocal Agreement may be amended only by a writing duly executed by all of the Parties under the procedure outlined in Section 23 of this Interlocal Agreement.

15) CONSTRUCTION

This Interlocal Agreement will be governed by and construed in accordance with the laws of the State of Utah.

16) BOOKS AND RECORDS

The Parties shall have reasonable access to the books, records, and accounts of the Consortium, for the purpose of fulfilling any of their obligations under this Agreement. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code section 11-13-209.

17) FILING

This Interlocal Agreement and any subsequent amendments hereto will be filed by Cache County with the Cache County Clerk and by the other Parties with their respective City or Town Clerks.

18) INDEMNIFICATION

Each Party agrees to indemnify and hold the other Parties harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, and judgments, including attorney's fees and costs, to the extent that such are caused by or arise out of or relate to its own work, errors, omissions, and/or operations. The Parties agree that by execution of this Interlocal Agreement none of them will be deemed to

have waived their statutory defenses of sovereign immunity nor increased their limits of liability as provided for under Utah law.

19) RESERVATION OF RIGHTS

Nothing in this Interlocal Agreement will be deemed or interpreted to prohibit, preclude, or otherwise pre-empt the Parties' rights or abilities to take any lawfully available actions to provide funding or other support for the Consortium.

20) DEFAULT

If a Party breaches the terms of this Agreement, the Board may provide written notice of the default, in accordance with the Notice requirements described above. If the breaching Party does not cure the default within 30 days from the date the notice is sent, the Consortium may terminate this Agreement as to the breaching Party and recover all costs and damages resulting from the breach of this Agreement. Any outstanding funds owed to the breaching Party may be used to offset the damages and costs incurred by the Consortium. The right to offset is not intended to limit the Consortium's right to any other remedy available in law or equity.

Failure of the Consortium to exercise its rights in the event of any breach by a Party will not constitute a waiver of such rights. Nothing in this Interlocal Agreement may be construed to create a cause of action for consequential damages for delay.

21) DEBT AND PROPERTY OWNERSHIP

Until January 1, 2028, the Consortium is not authorized to acquire real or personal property or to incur debt, except that the Board may authorize the purchase of a reasonable amount of office supplies and related items as may be necessary to conduct the day-to-day business of the Consortium. After December 31, 2027, the Consortium is authorized incur debt and to acquire real and personal property in its own name pursuant to Section 6 above. The Consortium's acquisition of property is not a joint acquisition of property by the Parties to this Interlocal Agreement. No real or personal property will be acquired jointly by the Parties because of this Interlocal Agreement.

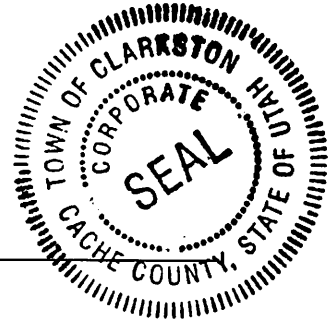
22) APPROVAL

Each respective Party's participation in this Interlocal Agreement is conditioned upon the approval and execution of this agreement by the Party pursuant to and in

accordance with the provisions of the Interlocal Cooperation Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act. In accordance with Utah Code section 11-13-202.5(3), this Interlocal Agreement must be submitted to the attorney authorized to represent each respective Party for review as to proper form and compliance with applicable law before this Interlocal Agreement may take effect.

IN WITNESS WHEREOF, each party has executed this agreement on the respective signature page of that Party as of the date specified in the signature block.

TOWN OF CLARKSTON



N. Craig Hidalgo
Mayor, Craig Hidalgo

September 20, 2022

Date

Kristi Hidalgo
Clerk

September 20, 2022
Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

Attachment C

10-2-5 ANNEXATION

10-2-5a POLICY

10-2-5b ANNEXATION POLICY PLAN

10-2-5c APPLICATION FEE

10-2-5d AREAS ANNEXED

10-2-5a POLICY

All annexations to the incorporated boundaries of Clarkston Town shall be made in accordance with the latest requirements for annexations as outlined in the Utah Code Annotated, 10-2-4, (1953 as amended) which are incorporated in this chapter by reference.

10-2-5b ANNEXATION POLICY PLAN

An annexation policy plan, developed in accordance with the provisions of section [10-2-401.5](#) Utah Code Annotated (1953 as amended) has been adopted and shall be used as a guide in making decisions relative to all annexation requests.

10-2-5c APPLICATION FEE

An application fee, as established in the most current version of the adopted prevailing fee schedule, shall be paid at the time the application for annexation is filed with the town clerk.

10-2-5d AREAS ANNEXED

New areas annexed to the town shall automatically be classified as being in the A-10 agricultural zone until such classification shall have been changed by an amendment to this title, as provided by law. (Ord. 01-04, 1-7-2002)